

**AMENDMENT  
TO INTERCONNECTION AGREEMENT**

**By and Between**

**ILLINOIS BELL TELEPHONE COMPANY,  
INDIANA BELL TELEPHONE COMPANY INCORPORATED,  
MICHIGAN BELL TELEPHONE COMPANY D/B/A AMERITECH MICHIGAN,  
NEVADA BELL TELEPHONE COMPANY,  
THE OHIO BELL TELEPHONE COMPANY,  
PACIFIC BELL TELEPHONE COMPANY,  
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY, SOUTHWESTERN  
BELL TELEPHONE COMPANY, WISCONSIN BELL, INC. D/B/A AMERITECH  
WISCONSIN**

**And**

**AMERITECH ADVANCED DATA SERVICES OF ILLINOIS, INC.  
AMERITECH ADVANCED DATA SERVICES OF INDIANA, INC.  
AMERITECH ADVANCED DATA SERVICES OF MICHIGAN, INC.  
AMERITECH ADVANCED DATA SERVICES OF OHIO, INC.  
AMERITECH ADVANCED DATA SERVICES OF WISCONSIN, INC.**

The Interconnection Agreement (“the Agreement”) by and between Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin (“SBC-AMERITECH”) and Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc. (“CLEC”) is hereby amended as follows:

(1) The Agreement is amended to add the following appendix, which is attached hereto and incorporated herein: Attachment for the Removal of All and Non-Excessive Bridged Tap using the Yellow Zone Process (“YZP”) - Optional Attachment to Appendix DSL (See Attachment “A”).

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, contains a termination date specific to the FCC Appendix adopted into the Interconnection Agreement which may or may not be coterminous with the underlying Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(4) This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

**Ameritech Advanced Data Services of Illinois, Inc., Ameritech Advanced Data Services of Indiana, Inc., Ameritech Advanced Data Services of Michigan, Inc., Ameritech Advanced Data Services of Ohio, Inc., Ameritech Advanced Data Services of Wisconsin, Inc.**

**\*Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin By SBC Telecommunications, Inc., Its authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President – Industry Markets

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OCN/AECN# \_\_\_\_\_

\* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, SBC-AMERITECH does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. SBC-AMERITECH further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, SBC-AMERITECH does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SBC-AMERITECH the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.